

City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS
BID REQUEST NO. FBR 781-11

POLICE VEHICLES FOR THE CITY OF
ASHEVILLE POLICE DEPARTMENT

**BID OPENING DATE: THURSDAY, OCTOBER 14, 2010
AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
AMY PATTERSON, PURCHASING MANAGER

BIDS ARE TO BE SEALED AND MAILED VIA USPS
TO THE ABOVE POST OFFICE BOX
OR DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT NO. 3 HUNT HILL PLACE, ASHEVILLE, NC 28801

PURCHASING DIVISION

Date October 1, 2010

		<p style="text-align: center;">NINE (9) POLICE VEHICLES FOR THE CITY OF ASHEVILLE POLICE DEPARTMENT PER THE ATTACHED SPECIFICATIONS, TERMS, AND CONDITIONS.</p>			
Company Name		Bid Submitted By (Signature)			
Address		Printed Name and Title			
City State Zip		Email Address			
Telephone No.		Fax No.			
Web Address		Federal Taxpayer ID No.			
Delivery_____ calendar days after receipt of order		Payment Terms: Net _____ Discount:_____ % Net _____			

CITY OF ASHEVILLE, NORTH CAROLINA

**PURCHASING DIVISION
REQUEST FOR FORMAL PROPOSALS**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
A.	9	<p>POLICE VEHICLES FOR THE CITY OF ASHEVILLE POLICE DEPARTMENT PER THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS. RE: SPECIFICATION PAGES 11 & 12</p> <p>2011 FORD CROWN VICTORIA POLICE PURSUIT VEHICLES COMPLETE WITH POLICE PACKAGE.</p> <p>BID: MAKE: _____</p> <p>MODEL: _____</p> <p>YEAR: _____</p> <p>PAYMENT TERMS: NET 30 _____ OR DISCOUNT PAYMENT TERMS: _____ % NET _____</p> <p>DELIVERY FOB CITY OF ASHEVILLE WITHIN _____ DAYS A.R.O.</p> <p>NO ADDITIONAL DELIVERY CHARGES WILL BE ALLOWED</p>	EACH	\$ _____	\$ _____

COMPANY NAME: _____

SIGNED: _____ TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of the proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are an will continue to be on file in the Purchasing Office for City of Asheville, Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent.

Bidder: _____ **Address:** _____ **Zip:** _____

By: _____ **Title:** _____
(Authorized to sign bids)

Telephone Number: _____

Date: _____

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. Postal Service. Please address and mark your bid as shown below.

CITY OF ASHEVILLE, N. C.
PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, N. C. 28802
BID REQUEST NO. FBR 781-11
NINE (9) PP VEHICLES
TO BE OPENED 3:00 P.M. LOCAL TIME
THURSDAY, OCTOBER 14, 2010

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

CITY OF ASHEVILLE
PURCHASING DIVISION

SPECIAL TERMS AND CONDITIONS FOR
NINE (9) POLICE PURSUIT VEHICLES
FOR THE CITY OF ASHEVILLE POLICE DEPARTMENT

1. **DETAILED SPECIFICATIONS:** Detailed specifications for this equipment are included in this bid request.

Bids to be submitted in accordance with the specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Asheville Purchasing Division. Technical inquiries may be directed to Mark Stevens, Fleet Manager, (828) 259-5702 Monday through Thursday.
5. **COMPLIANCE WITH RULES AND REGULATIONS:** The equipment furnished must comply with all applicable provisions of the Occupational Safety and Health Act (**OSHA**), the American National Standard Institute (**ANSI**) and the **Federal Motor Vehicle Standards of the U. S. Department of Transportation**. The equipment furnished shall be capable of passing any applicable **N. C. State motor vehicle inspection**.
6. **GENERAL REQUIREMENTS:** The equipment furnished shall be new and unused and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of vehicles, auxiliaries and/or accessories be provided.

7. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:**

- a. Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in writing and submitted with the bidder's proposal.
- b. Addendum: If it becomes necessary to revise any part of the bid, a written addendum will be provided to all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s).

The City of Asheville reserves the right to postpone bid openings for its own convenience.

8. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of nonresponsiveness.

11. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

12. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

13. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the City's issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.

14. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:** Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Request for Bids and Proposals for 12 months after award. Requests may also be made from other governmental entities to utilize this bid to "piggyback" this awarded bid within 12 months if approved by the successful bidder.

15. **INDEMNIFICATION**: The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
16. **ASSIGNMENT**: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
17. **VENDOR APPLICATION AND LICENSES**: Bidders are asked to submit a vendor application and return it with bid response. Bidders may download the form from the City's website at the following link: www.ashevillenc.gov. Look under the **BUSINESS** tab, select "**Doing Business with the City**" and select "Vendor Application" from the list of options. Directions for submittal are available on this page. Please include commodity codes on your application.

Business Privilege License: All vendors doing business with the city must have a business privilege license unless you are exempt. Please include a copy of your license with the bid. If you do not have one you must apply once you are awarded the bid. You may download the form from the City's web page under the **BUSINESS** tab, select "**Doing Business in the City**" and submit to the **Development Services Center, 161 S. Charlotte Street**. A copy of your license must be submitted within 10 business days to Purchasing after award of bid.

NC Certificate of Authority: All out of state vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at <http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation> and submit a copy to Purchasing immediately after it is received.

18. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.
19. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.

20. **VENDOR SUPPORT/SERVICE AND PARTS:** The vendor and/or manufacturer bidding on these specifications must describe in writing to be submitted with their bid, its ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they are the vendor or not must be satisfactory to the City of Asheville from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by the specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. The City of Asheville reserves the right to reject bids from vendors that have failed to perform satisfactory under previous contracts with the City of Asheville and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.
21. **INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:**
- a. Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff of the City's Fleet Management Division and the Police Department.
 - b. Upon completion of the initial inspection and prior to performance testing by the City, the vendor may be required to conduct on-site technical training of City personnel in operation and maintenance procedures. Vendor must include in their bid any or all cost associated with providing this on-site training.
 - c. Upon completion of on-site training the equipment may be required to undergo on route testing prior to acceptance. Performance testing will be performed by City personnel during regular scheduled work days.
 - d. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City.
22. **WARRANTY:** Bidder to include the warranty provisions as outlined in bid specifications.
23. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items and included on the invoice.
24. **SUBMITTALS:** Bidders to submit one (1) **original bid package and one (1) complete copy.**
25. **EQUIPMENT DEMONSTRATION:** Each bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a location mutually agreeable to the bidder and City staff members. The location should be within reasonable traveling distance from the City of Asheville and the City of Asheville shall be responsible for the travel expense of its staff members in attending any such demonstration. Equipment demonstration may be of vendor owned equipment or third party owned equipment at the discretion of the bidder.

26. **INDEMNIFICATION**: The successful bidder/vendor agrees to indemnify and hold harmless the City of Asheville against any and all claims or causes of action for property damage or personal injury arising out of or relating to the negligence of the successful bidder/vendor, its officers, employees or agents during the test period for the operation of the vehicle prior to acceptance of the vehicle by the City of Asheville
27. **DELIVERY**: Delivery shall be made FOB: City of Asheville, Fleet Management Division, 173 South Charlotte Street, Asheville, North Carolina 28801. Bidder should give minimum seven (7) days notice of delivery of vehicles to Mark Stevens, Fleet Manager. Telephone number (828) 259-5702. Deliveries may only be made Monday – Thursday.
28. **COMMERCIAL GENERAL LIABILITY INSURANCE**: The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form and must include finished products/completed operations. The policy shall be written on an occurrence form and shall include Contractual Liability coverage.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Best.

Within 14 days following notice of award, the successful bidder shall furnish the City of Asheville with a current Certificate of Insurance with coverages listed above. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that the City be given 30 days advance notice of cancellation, nonrenewal or material change in coverage.

29. **EVALUATION AND SELECTION OF BIDS**: The evaluation of vendor bids shall center on the match between the stated specifications and other requirements included in the final bid request and the vendor's proposal including selection of the lowest, responsive, responsible bidder with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) includes selection standards for use in making of awards. The provision reads, “All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract”. The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.

30. **FIRM PRICING**: All bids shall be made firm for no less than sixty (60) days for original bid.
31. **MINORITY BUSINESS PARTICIPATION**: The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to James Lee, Minority Business Coordinator, at 828-232-4566 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs, and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women owned businesses.

Ford Crown Victoria Police Package Sedan

Minimum technical specifications for nine (9) Police Package Ford Crown Victoria for marked patrol to be used by the Asheville Police Department. Vehicle shall be new, unused and manufacturer's latest production model. All Federal, State and OSHA requirements and standards shall be met.

NOTE: All bidders shall respond to each category below. Any 'no' responses or deviations shall be explained in the space provided. If complies, put a check mark in the appropriate box.

<u>SPECIFICATION</u>	<u>COMPLIES</u>	<u>IF NO: DEVIATES AS NOTED</u>
Police pursuit vehicle must be a 2011 Ford Crown Victoria police package vehicle with all standard equipment and the specifications below:		
1. Model – P71 body code, order code 730A police interceptor package, driver/passenger air bag, H-D battery includes dual exhaust and 3.55 limited slip rear axle required.		
2. Engine –4.6L OHC SEFI FFV V8 250 HP with 297 lb-ft of torque, with engine hour meter standard E85 fuel compatible – 99V code		
3. Transmission – 44W code Electronic automatic with overdrive		
4. Tires – TC1 code P235 / 55R17 BSW; spare tire/wheel conventional size.		
5. Seating – Cloth Frt. Buckets/Rear Vinyl Bench – I Code; interior color dark charcoal – N code		
6. Power Driver seat - code 21A		
7. All manufacturer standard equipment including but not limited to: A/C, power windows, power locks, power mirrors, tilt wheel,		
8. Grill Wiring - 172 code		
9. Exterior Color – White – WT code		
10. Floor covering – Heavy duty rubber		
11. Driver Side Spot Lamp – 51A code		
12. Radio – standard AM/FM with antenna in rear glass		
13. Radio Suppression Package. – 53M code		
14. Moldings, Color Keyed Body side installed 96A code		
15. Full wheel cover 64N		
16. Front license plate bracket		
17. State Inspection – North Carolina Safety/Emissions annual inspection required.		
18. Manuals – One complete set of service manuals with entire order of vehicles.		
19. Temporary North Carolina registration plate required		
20. Warranties – Manufacturer's standard offered.		

<u>SPECIFICATION</u>	<u>COMPLIES</u>	<u>IF NO: DEVIATES AS NOTED</u>
Police pursuit vehicle must be a 2011 Ford Crown Victoria police package vehicle with all standard equipment and the specifications below:		
21. Documentation – Manufacturer’s Certificate of Origin, North Carolina Title Application (MVR1) and a copy of the invoice. “ City of Asheville ” is the owner on all paperwork. The physical and mail address is 173 South Charlotte Street, Asheville, NC 28801. <u>All required paperwork must be with the vehicle at time of delivery. Any missing paperwork at delivery will delay payment of vehicles.</u> Any questions contact Fleet Management at 818-259-5700.		
22. Delivery – FOB - City of Asheville/Fleet Management 173 South Charlotte Street Asheville, NC 28801		
23. Acceptance – Prior to acceptance of this bid item and final payment of invoice, this bid item shall be checked against the above written specifications. The item offered for bid must meet or exceed these specifications as agreed to and stated by the vendor. Original Invoices must be submitted to Account Payable in City Hall.		

NO TRADE IN. DELIVERED F.O.B. CITY OF ASHEVILLE
FLEET MANAGEMENT DIVISION
173 SOUTH CHARLOTTE STREET
ASHEVILLE, NC 28801

COMPANY NAME: _____ BY: _____

CITY OF ASHEVILLE PURCHASING
BID REQUEST NO. FBR 781-11

**NINE (9) POLICE PURSUIT VEHICLES
THE CITY OF ASHEVILLE POLICE DEPARTMENT**

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____